

**American Publishing Company of Michigan, d/b/a  
The Evening News and International Union,  
United Automobile, Aerospace and Agricultural  
Implement Workers of America, UAW,  
AFL-CIO, Petitioner. Case 7-RC-19768**

August 31, 1992

**ORDER DENYING REVIEW**

BY MEMBERS DEVANEY, OVIATT, AND  
RAUDABAUGH

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel, which has considered the Petitioner's and the Employer's requests for review of the Acting Regional Director's Decision and Direction of Election (relevant portions of which are attached), as well as the Employer's and the Petitioner's opposition briefs. The requests for review are denied as they raise no substantial issues warranting review.<sup>1</sup>

<sup>1</sup> Review was requested of the Acting Regional Director's findings that: (1) the Employer's motor route carriers are independent contractors, rather than employees as urged by the Petitioner; (2) an overall unit of all employees is an appropriate unit for bargaining, rejecting the Employer's contention that seven separate departmental units are the only appropriate units; (3) the Employer's sports editor is a supervisor within the meaning of Sec. 2(11) of the Act, contrary to the Petitioner's assertion; (4) the classified advertising manager, who the Employer argues should be excluded from the unit as a managerial employee, may vote subject to challenge; and (5) the receptionist/personal assistant to the publisher, who the Employer asserts should be excluded from the unit as a confidential employee, may vote subject to challenge. All portions of the Acting Regional Director's Decision addressing the first two enumerated issues are attached.

**APPENDIX**

The Employer, a Delaware corporation, is engaged in the publishing of a Monday through Friday daily newspaper, The Evening News, a Sunday newspaper, the Sault Sunday, and the Tri-County Buyers' Guide which issues on Saturdays, as well as commercial job printing at its Sault Ste. Marie, Michigan facility. The Petitioner initially sought a unit of all full-time and regular part-time employees of the Employer with the exception of inserters, office clerical employees, guards and supervisors. At the hearing, Petitioner amended its petition to seek two separate Units of mechanical and non-mechanical employees. It is noted that in its brief, Petitioner resumed its position for a single, overall, unit.<sup>2</sup> The Employer contends that the employees of each of its departments should constitute a separate unit and that the inserters share a community of interest with other mail room employees which warrants their inclusion in a mail room Unit. In addition, the Employer contends that the motor route carriers are independent contractors who are not eligible to be included in any unit, but that if they are found to be employ-

<sup>2</sup> While not relying on the Petitioner's rejected brief (See footnote 1), acknowledgment of this and other changed positions permits a more orderly disposition of the issues in this matter.

ees, then its youth carriers must also be found to be employees. The parties also disagree as to the eligibility of certain individuals. The Employer asserts, contrary to the Petitioner, that the sports editor, Linda Locey, and the mail room supervisor, Noel Hallesy, should be excluded as supervisors. The Employer further asserts, contrary to the Petitioner, that classified advertising manager Penny Joss should be excluded as a managerial employee, and Rhonda Coullard should be excluded as a confidential employee. The Petitioner sees to include the janitor, Ralph Vert, while the Employer contends that he should be excluded as lacking a community of interest with any other employees. Lastly, the Employer contends that circulation operations manager Tammy Tremble and circulation administrative manager Tony Gillespie should be excluded as supervisors. While the Petitioner at the hearing took the position that Tremble and Gillespie were eligible employees, it is noted that in its brief the Petitioner conceded their supervisory status. In view of the fact that the record evidence, including evidence of authority to discipline and schedule employees, supports the now concurrent positions of the parties, Tremble and Gillespie are excluded from any unit as I find them to be supervisors within the meaning of the Act.

The Employer's facility consists of an original bi-level building and an adjacent, newer, single-level building which houses the press room. Each building has its own entrances from the outside but the structures are connected by two doorways from the press room, one leading to the upper and the other to the lower level of the original building. The mail room and the pre-press camera room are located on the lower level. All other departments are located on the upper level of the older building. There are three time clocks; one each on the upper and lower levels of the original building and one in the press room. Men's and women's rest rooms are situated on both levels of the main building; the press room has a single rest room. A lunch area for the use of all employees is located in the mail room.

Ken Fazzari, editor, Amy Gadzinski, composing department manager, Wayne McQuaig, press department manager, Richard Beadle, advertising department manager, and Valerie Rose, business department manager, are the heads of their respective departments and report to Ray Woodin, the publisher. The department heads meet regularly as a group with Woodin to discuss matters pertaining to the overall business operations. The parties stipulated, and I find, that the above individuals are supervisors within the meaning of the Act and are excluded from any appropriate unit.

*I. Motor Route Carriers*

The circulation department is responsible for the delivery of the Evening News, Sault Sunday, and the Tri-County Buyers' Guide. The daily newspaper has a circulation of 8,000 customers, which increases to 10,000 on Sunday. Tremble and Gillespie share the supervisory responsibilities for the department. Tremble manages the youth carriers, oversees the mail room and supervises Joe Riley, the bundle driver. Gillespie manages the motor route carriers and supervises employee Kim Elander.

The youth carriers deliver newspapers on walking routes within the urban area. Their bundles are dropped off to them primarily by Joe Riley who also delivers bundles to stores and businesses and fills racks within the urban area. The

motor route carriers, who will hereinafter be referred to as drivers to avoid confusion with the youth carriers, deliver newspapers and Buyers Guides' to customers, drop off bundles for carriers, stores and businesses, and fill racks in suburban and rural areas. The Employer currently has sixteen (16) drivers.

The Employer and each driver execute a contract for delivery which describes the driver as an independent contractor. The contract is subject to termination at the end of its term, upon 30 days written notice by either party, or immediately upon the failure to perform by either party. While the contract obligates the driver to provide all supplies, in practice, the Employer provides virtually all necessary supplies such as rubber bands and plastic bags at no cost to the driver. The contract requires delivery in a timely fashion, but a specific time of delivery is not defined. However, independent of the contract, the Employer does impose target times for deliveries. The contract holds the drivers responsible for any liability or damages in connection with their route deliveries and for payment of all federal, state and local taxes, F.I.C.A. contributions, workers compensation insurance premiums and unemployment compensation coverage for themselves or their employees. The Employer does not withhold any taxes and annually issues IRS 1099 forms to the drivers. Lastly, the contracts set forth rates for each newspaper, Buyers' Guide or bundle delivery and mileage at \$.17 per mile. Some witnesses testified that the contract rates were negotiated; others testified that the Employer presented the rates on a "take it or leave it" basis. In any case, it is noted that the rates are identical on all the contracts except one, which was executed during the pendency of the hearing with a witness who had recently testified. Occasionally, the drivers are asked to deliver additional inserts for which they are paid a piece rate. The drivers do not receive any of the "fringe" benefits accorded to the unit employees.

The drivers use their own vehicles and pay for their own fuel, insurance premiums and vehicle maintenance. In the past, the Employer has participated in a Ford Motor Company test car program which resulted in drivers sometimes being provided with such cars. The drivers do not display any company logo on their vehicles, nor do they wear uniforms or company logos on their persons.

The drivers can and do deliver products other than the Employer's while on their routes, as long as such activities do not interfere with their performance under the delivery contract. They are also free to hold other jobs and some do. The signatories to the contracts are not required to perform the deliveries themselves. They are free to hire helpers or assistants to deliver the routes and are responsible for making their own financial arrangements with those helpers or assistant. Drivers also are responsible for obtaining and paying substitutes if they are not able to deliver their routes themselves on a particular day. However, if a driver fails to obtain a substitute, the Employer will arrange for and pay a substitute or have an employee deliver the route. The Employer expects the drivers to provide it with the names and telephone numbers of any helpers or substitutes so that the Employer knows who to contact in the event of missed papers, but the Employer's approval of such persons is not required. There have been a few instances where the Employer notified drivers that particular substitutes could no longer be

used. These situations involved asserted serious deficiencies with the substitutes' performance on deliveries.

The Employer establishes and defines the delivery routes. The routes are not exclusive; drivers are free to deliver within the area of another route. Drivers may solicit new customers and are in fact expected to increase sales. To that end the Employer sponsors promotions with prizes. The drivers can rearrange subscribers among themselves as long as they notify the Employer of such changes. The drivers are free to determine the order, method and timing of deliveries within the target time guideline.

There are no work rules for the drivers and they are not supervised on their routes. The circulation manager attempts to ride with each driver once or twice a year to verify mileage and the number of hours necessary to complete each route. A representative from the Employer's parent company has accompanied drivers, but at least one driver declined to allow the individual to ride with him without a written request, which was never provided. Employer forms placed at the tops of the bundles sometimes include special delivery instructions such as taking newspapers to the customer's door and a drivers' manual includes procedures to follow for customer vacations. The manual, however, has not been distributed for some time. The Employer has also issued guidelines for delivery in inclement weather.

There is no defined disciplinary procedure for the drivers. Driver contracts have been terminated for consistent late deliveries or missed papers. The Employer attempts to issue two written warning letters before terminating a contract. However, there is no evidence that drivers are ever suspended or that they have had payments withheld due to missed deliveries. When deliveries are missed, the Employer contacts the driver and asks him or her to make the delivery, or sends the paper out the next day, or occasionally has an employee make the delivery. The absent driver simply is not paid the contract rate for deliveries not made. Customer complaints are directed to the Employer. Drivers are notified of any customer complaints with a complaint form and are expected to remedy these complaints.

In determining whether individuals are employees or independent contractors, the Board applies the "right to control test." If the employer retains the right to control the manner and means by which the results are accomplished, the individual is an employee. If the employer controls the results alone, the individual is found to be an independent contractor. *Glens Falls Newspapers Inc.*, 303 NLRB 614 (1991); *Drukker Communications*, 277 NLRB 418 (1985). While the drivers in the instant case, as is often the situation in cases involving this issue, exhibit indicia of both employee and independent contractor status, on balance, the drivers must be found to be independent contractors.

The drivers sign independent contractor agreements. The Employer does not subtract any withholding amounts from their wages and provides the drivers with IRS 1099 forms for tax reporting purposes. No benefits are offered to the drivers. They are free to hold other jobs and make other deliveries. They are not required to drive the routes themselves; they can hire helpers or assistants to do so, as well as temporary substitutes, under their own financial arrangements. Drivers use their own vehicles without company logos and are responsible for their own vehicle expenses. They are not supervised on their routes and are not subject to a disciplinary proce-

dure. Drivers are free to complete their routes in whatever order they wish. Routes are not exclusive and drivers are able to solicit new customers. The above factors demonstrate that the Employer does not exercise control over the manner and means by which the desired result, delivery of the Employer's products, is accomplished.

In *Thomson Newspaper*, 273 NLRB 350 (1984), as in the instant case, despite the fact that the employer retained virtually unilateral control over the drivers' compensations, the drivers assumed no entrepreneurial risk, and could be terminated at will, the Board found the drivers to be independent contractors based on factors essentially as enumerated in the instant case. The Board further found that those factors indicating independent contractor status outweighed the fact that the drivers had assigned pickup times and target completion times and were subject to warnings for lateness, the employer retained the right to change routes, and customer complaints were directed to the employer. Such factors are more in the nature of control over results, the timely delivery of newspapers to customers, rather than the manner and means of the work performed. Additionally, the drivers in that case were occasionally required to deliver other items without compensation. In *Asheville Citizen-Times Publishing Company*, 298 NLRB No. 136 (June 28, 1990), and *Fort Wayne Newspapers, Inc.*, 263 NLRB 854 (1982), drivers were found to be independent contractors despite the fact that the employer could alter routes. The Board held, in *Drukker Communications*, supra, that oral contracts terminable at will, employer receipt of customer complaints, the lack of a proprietary interest in the route, and provision of supplies by the employer were not sufficient to confer employee status. See also, *Long Beach Press Telegram*, 305 NLRB No. 46 (1991). The instant case is distinguishable from *The Oakland Press*, 249 NLRB 1081 (1981), because, unlike that case, the routes here are not exclusive, drivers are free to deliver other products, the employer pays no benefits, including accident insurance, employer approval of substitutes is not required and drivers cannot be transferred to different routes.

Based on the above, I find that the motor route carriers are independent contractors. As they are not employees under the Act, they are not eligible to vote in any appropriate unit.

## II. The Unit

The editorial department employees are responsible for the total editorial content of the newspaper, which includes all material, except paid advertising. In addition to editor Fazzari, there are editors in charge of the various sections of the newspaper, such as sports, lifestyles and general news, reporters, a photographer and a clerk-typist. The structure or layout of the newspaper first is determined by the advertising manager who provides "dummies" to Fazzari with page areas set aside for advertising. Fazzari then decides what portions of the remaining page areas will be devoted to news, sports and lifestyles. The editors are responsible for the design and layouts of their pages. Editorial employees use computers in preparing their work. The reporters investigate and write the stories. The photographer takes editorial and advertising photographs. Tiles, which are computer printouts of pages, are transmitted to the composing department through a printer in the composing department. The editorial employees review the "paste ups" prepared by composing employees and make corrections. The composing department is adja-

cent to the editorial department with a partial wall separation and a doorway.

The full-time editorial employees receive salaries which range from \$480 to \$978 bi-weekly and expenses; the part-time employees are hourly paid with rates of \$4.75 to \$5.00. Some of the reporters and editors spend substantial periods of their working times outside of the office. The full-time employees generally work from 7:00 a.m. to 4:00 p.m., but adjust their schedules as stories or deadlines demand. Fazzari authorizes compensatory time, rather than overtime, when appropriate. When hiring a reporter, Fazzari looks for, rather than requires, a college degree, organizational ability, typing skills and the ability to learn computer usage. Two editors transferred from, or worked in, other departments. There are 12 employees in the editorial department and also Linda Locey, whose status is in dispute.

The composing department prepares the paste ups of the newspaper pages using the tiles supplied by the editorial department and the advertising dummy sheets. A significant portion of their work, but less than half, involves composing products for customers which are then printed by the Employer's press department. The paste ups are taken to the pre-press area by composing room employees. The composing employees use a wax machine to wax the backs of tiles, a camera for sizing up and down, light tables, cutting machines and computers. The advertising manager uses the composing room computers daily. The composing department manager visits the press room once or twice a week, and occasionally replaces the pre-press employee. Composing room employees confer with advertising employees to resolve questions concerning advertisements. Pre-press employee Judy Jamison presently uses the camera in the composing room each week, but once a processor is installed in pre-press, that will cease. On occasion, editorial and advertising employees use the wax machine. A scanner in the composing room is also used by editorial employees.

The composing employees are hourly paid with rates from \$5.00 to \$12.64 and receive overtime compensation when appropriate. There are four employees in the composing department; two work 7:00 a.m. to 3:00 p.m., Monday through Friday; one works 2:00 p.m. to 11:00 p.m., Monday through Friday; and one works 4:00 p.m. to 11:00 p.m. on Thursdays, noon to 6:00 p.m. on Friday and 2:00 p.m. to midnight on Saturday. One of the editorial department employees previously worked part time in composing and a composing department employee previously worked in the business office.

The press department prints the Employer's products, as well as products for customers, the latter accounting for more than 50 percent of the printing work. Customers arrange for printing work either directly with the production manager or through the business office. Approximately 5 percent of the outside press work is camera ready which means it is not first processed by the composing department before printing. One of the printed products is a newspaper insert which is inserted by the Employer's mail room employees. The press department uses a web offset lithography process, which has been in operation since early 1990. There is a press foreman and two pressmen who run the press in pairs. Only the foreman is a journeyman pressman. The other two have received on-the-job training and have been scheduled as a team to run the press alone on Saturday nights on occasion since January 1991. Neither had any experience on the type of press cur-

rently in use before it was installed. Pressman Wayne Link worked on a different type of press for the Employer from 1986 or 1987 and pressman Chip Link worked on that press on a part-time basis. There are also two part-time press helpers whose responsibilities include taking papers off the press and "jogging," or straightening, them, and assisting the pressmen by dumping garbage, picking up and stacking plates and helping with roll changes and putting plates on the press. They operate the strapping machine which bundles newspapers. The helpers also take the bundled newspapers off the counterveyor machine, a conveyor which runs from the end of the press into the mail room. They remove the bundles from the end of the counterveyor in the mail room and place them on tables for counting and inserting by the mail room employees. A part-time bindery employee trims, secures and covers customer products and finally assembles shipping cartons. Lastly, the pre-press employee is a camera technician who photographs camera ready copy and processes the film so that it can be transferred to the plates for printing. She received on-the-job training and attended a three-day seminar to learn the process. The pre-press camera room is located in the mail room and has a window which opens into the press room. The production manager visits the composing room twice a day and the editorial department weekly. He also confers regularly with the advertising manager. Press room employees occasionally question advertising employees regarding color or other aspects of advertisements and have had some training on the editorial wire service. The pre-press employee previously worked in the composing room and a former press foreman transferred to the composing department.

The hourly wages of the press room employees range from minimum wage to \$15.00 an hour and they are eligible for overtime pay. The pre-press employee punches the time clock on the main level of the old building rather than the one in the press room. The hours of the pressmen and helpers vary from day to day and week to week, but include daytime and evening hours as well as Saturday nights. The pre-press employee works 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m. The pressmen and helpers wear uniforms for which the Employer contributes to cleaning costs. Presumably, uniforms are necessary for pressmen and helpers due to the nature of the work performed. The pre-press employee does not wear a uniform.

The mail room employees are responsible for counting newspapers in bundles, inserting, tying bundles and mailing newspapers. The mail room supervisor, Noel Hallesy, and three employees, Albertine Savoie, Mary Byron and Marge Pilcher work regular daily schedules. In addition, there are fifteen inserters who are scheduled to work on an "as needed" basis. Circulation Operations Manager Tremble oversees the mail room and visits it daily. The mail room employees place printed bundle tops provided by circulation employees on each driver's and carrier's bundles. The bundle strapper used in the mail room is the same as the one used in the press room. After the newspapers have been counted, had inserts added, and have been bundle-tied, they are picked up from the mail room by the motor route drivers and the bundle driver.

The inserters are paid at minimum wage with a Saturday premium. The hourly wage rates of the regularly-scheduled mail room employees range from \$4.50 to \$5.05 an hour, the

latter being Hallesy's rate, with a Saturday premium. The mail room employees work midday hours on weekdays and Saturday nights, as required by the timing of the press runs.

The advertising department is responsible for the sale of display advertisements for the Employer's newspapers and the Buyers' Guide and the layouts of those advertisements. There are three sales representatives supervised by advertising manager Richard Beadle. The sales representatives service customers who come in person to the Employer's offices, receive advertisement orders over the telephone, obtain client approval for the finished product and assure that the advertisements are scheduled for the correct page location and date of inclusion in the paper. Some customers request that "tear sheets" of their advertisements be sent to them and that is done by either the advertising department or the mail room. Layouts are sent to the composing department where the advertisements are designed. Sales representatives check the paste ups in the composing area on a daily basis to insure that the proper advertisements are included. Editorial and composing employees notify the sales representatives of errors in advertisements. Communications regarding display advertisements in the classified advertisement section are relayed through the composing department from a sales representative to the classified advertising manager. The advertising department manager and the mail room supervisor confer regarding the number, scheduling and placement of inserts or relay that information through the circulation department. The desks for the advertising and circulation departments are clustered in the same open area and the employees share a copy machine. One of the sales representatives transferred from classified advertising and a current editorial employee previously worked in the advertising department.

The sales representatives are paid a base salary plus commission and also receive a gas allowance of \$.17 cents a mile for use of their own automobiles. They earn between \$17,000 to \$22,000 a year. Generally, they work normal business hours with the flexibility to adjust their own schedules and spend approximately half their time outside of the office servicing clients. They are expected to dress in appropriate business attire. A college degree is not a requirement and prior experience in sales or advertising layout is preferred, but not required. Two of the sales representatives executed covenants not to compete.

The business department, headed by business manager Valerie Rose, includes Terri Smart, the display billing clerk, and Rhonda Coullard. Rose also oversees Penny Joss, the classified advertising manager, and supervises Ralph Vert, the janitor. The business office is responsible for preparing statements, journal vouchers, payroll, quarterly reports and for accounts receivable and payable. The business department is located near the front entrance on the main level of the old building and consists of an open area with a reception counter and four desks and an enclosed office for Rose.

Smart works 8:00 a.m. to 5:00 p.m. three days a week. She answers the telephone and waits on customers in addition to doing the display billing. Smart is paid an hourly wage of \$5.50. Coullard performs receptionist duties in addition to serving as Woodin's personal assistant. Joss and Coullard fill in for each other during breaks. Coullard is paid at an hourly rate of \$6.25. A former business office employee now works in composing. The pre-press employee previously worked in the business office.

In the circulation department, Kim Elander is responsible for subscription billing, computer input, receipts of start and stop orders, customer complaints and the mailing of Buyers' Guides. Her hours are from 2:00 p.m. to 7:00 p.m. Monday through Friday and Sunday mornings. She is hourly paid, but her rate is unknown. Joe Riley, the bundle driver, works approximately noon to 3:30 p.m. daily and Sunday from 3:00 a.m. to 7:00 a.m. He earns a salary of \$250 bi-weekly. Riley is the first to pick up his bundles in the mail room each day and returns to pick up a second batch of bundles after the first are delivered.

The department heads all report directly to Woodin who is responsible for determining labor relations and personnel policies. Regular department head meetings are held where various aspects of the business operations are discussed. Personnel files for all employees are kept in the business office. Benefits are uniform for all full-time employees; part-time employees are not eligible for benefits with the exception of Noel Hallesy and Mary Byron due to their long tenures. The benefits differ somewhat between employees hired before and after 1983.

The Employer was party to a collective bargaining agreement covering a composing department unit for the period 1978 to 1980 and to two successive collective bargaining agreements covering a press department unit for the period 1979 to 1982. None of the Employer's employees have had union representation since 1982.

The Board has acknowledged the unique nature of the newspaper industry in that the end product is always the result of the close cooperation and joint efforts of all departments. *The Bureau of National Affairs, Inc.*, 96 NLRB 673 (1951). The facts in the instant case demonstrate that the operations of the Employer's departments reflect such a functional integration. The work of the editorial department flows to the composing department which prepares the pages for printing by the press department. The printed product moves to the mail room where it is organized for delivery by the circulation department. The advertising department coordinates with editorial employees as to the content of the newspaper and relies on composing staff members for the design of advertisements. The business office staff handles billing for advertisements and other financial management. As a result of the degree of functional integration in the newspaper industry, the Board has found that the optimal unit of non-mechanical employees includes all such employees. *Garden Island Publishing Co., Ltd.*, 154 NLRB 697 (1965); *Valley News and Green Sheet*, 223 NLRB 455 (1976). Cases cited by the Employer where separate departmental units were found appropriate involved situations where the petitioning union sought a unit of less than all non-mechanical employees and the employer proposed departmental units, or where the parties agreed to departmental units, or where no union sought to represent a broader, overall, non-mechanical unit.

With respect to mechanical employees in the composing and press areas, the Board's decisions reflect a history of craft union representation. The Board has generally adhered to such traditions in finding separate craft units or an overall mechanical unit. See, e.g., *Suburban Newspapers Publishing, Inc.*, 226 NLRB 154 (1976). The Board's decision in *Leaf Chronicle Company*, 244 NLRB 110 (1979), in which an overall mechanical unit was found appropriate, reflects the lessening influence of tradition in the newspaper industry.

The Board noted the merger of certain older craft unions, the lack of special skill requirements for hire or any rigid apprenticeship programs, and the lessening of skill requirements due to technological changes, such as the growing prominence of computers. In the instant case, the composing employees receive on-the-job training and utilize computers in their work, as do the editorial employees, albeit with different programs. The press department employees, including the pressmen, receive on-the-job training, but there is no formal apprenticeship program. Some of the press department employees receive minimum wage and do not perform what would be considered traditional skilled work.

It is well established that the Board need not determine the most appropriate unit, but rather an appropriate unit. The Board's inquiry begins with the petitioning union's proposed unit, and if that unit is found inappropriate, the Board scrutinizes the employer's unit proposals. *P. J. Dick Contracting*, 290 NLRB 150 (1988). The petitioner's desires are relevant, but that does not obviate the need to demonstrate some community of interest. *Airco, Inc.*, 273 NLRB 348 (1984). However, the Board has established that a plantwide unit is presumptively appropriate, and organization by department or classification is not favored. *Ibid.*

In the instant case, labor relations and personnel policies are centralized and all department heads report to Woodin. Fringe benefits are uniform for all full-time employees. Wage rates vary as much within departments as between departments. Differences in methods of compensation, such as the commissions paid to sales representatives, are insufficient bases for the exclusion of a group of employees where other community of interest factors are present. *Wilson Wholesale Meat Company*, 209 NLRB 222 (1974). Employees have transferred to other departments, including transfers between mechanical and non-mechanical departments. There is also a good deal of inter-departmental employee contact and inter-reliance of efforts. Circulation and advertising employees work in the same open area. Advertising employees check paste-ups in the composing room daily. The press helpers work in the mail room removing bundles from the counterveyor on a daily basis and the camera room for the pre-press employee is located in the mail room. The total number of employees is small, at most, 53 employees, and, as discussed above, the operation is highly integrated.

Based on the above factors and evidence, I find that an overall unit of all employees in the editorial, composing, press, mail, circulation, advertising, and business departments is an appropriate unit. While the Board has traditionally found separate units of mechanical and non-mechanical employees appropriate, the circumstances in the instant case, including that a small number of employees are involved who work with a high degree of functional integration, employee interchange and contact, and the lack of traditional craft and skill demarcations, warrant the application of the Board's presumption of appropriateness for a plantwide unit, particularly where, as here, the petitioning union seeks to represent such a broad unit. The bargaining history regarding the press and composing units is both remote and too brief to be determinative. *Dezcon, Inc.*, 295 NLRB 109 (1989).